

**Estoppel Certificate**  
**Section 232**

**ESTOPPEL CERTIFICATE**  
**U.S. Department of Housing**  
**and Urban Development**  
**Office of Healthcare Programs**

**OMB Approval No. 9999-9999**  
**(exp. mm/dd/yyyy)**

**Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured.**

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

To: **Insert Lender Name and Address**

**Secretary of Housing and Urban Development**  
**Insert Address**

Re: Lease Agreement dated \_\_\_\_\_, 2009 by and between \_\_\_\_\_ ("Owner/Landlord"), and \_\_\_\_\_ ("Tenant"), with respect to [Project Name], [Project Address], FHA Project No. xxx-xxxxx (the "Project").

Gentlemen:

This Estoppel Certificate is furnished by Owner/Landlord and Tenant to \_\_\_\_\_ Mortgage Company (the "Lender") and the Secretary of Housing and Urban Development ("HUD") in connection with a mortgage loan (the "Mortgage Loan") that Lender is making to the Owner/Landlord with respect to the Project, which Mortgage Loan is being insured by HUD. Owner/Landlord and Tenant understands that the Lender and HUD are relying upon this Estoppel Certificate in connection with making and insuring, respectively, the Mortgage Loan.

A. **Certifications of Tenant.** Tenant hereby represents and certifies to the Lender and HUD and their respective successors and assigns that, except as set forth in **Exhibit A** attached hereto:

1. "Lease" means the following documents, true and correct copies of which are attached hereto as **Exhibit B**: [Identify the Lease and all supplements, documents and modifications thereto and assignments thereof];

Version: 11/1/09

2. Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Tenant has not subleased all or any portion of the Project.

3. The Lease sets forth the full and complete agreement between Owner/Landlord and Tenant with respect to the Project. The Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms, and is valid and binding upon Tenant.

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Field Code Changed

4. Tenant is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Owner/Landlord from Tenant under the Lease on or before the date hereof have been paid.

5. To the best of Tenant's knowledge; (a) Owner/Landlord is not in default under the Lease and (b) no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Owner/Landlord under the Lease.

6. Tenant has not paid any rent, charges or other payments due to Owner/Landlord from Tenant under the Lease more than thirty (30) days in advance, nor has Tenant paid any security deposit under the Lease.

7. To the best of Tenant's knowledge, all conditions under the Lease to be satisfied by Owner/Landlord or Tenant as of the date hereof have been satisfied.

8. All improvements, alterations and other work, if any, to be performed or constructed by Owner/Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Owner/Landlord for improvements to the Project have been paid.

9. There are no actions, voluntary or involuntary, pending against Tenant under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

B. Certifications of Owner/Landlord. Owner/Landlord hereby represents and certifies to the Lender and HUD and their respective successors and assigns that, except as set forth in Exhibit A attached hereto:

1. "Lease" means the following documents, true and correct copies of which are attached hereto as Exhibit B: [Identify the Lease and all supplements, documents and modifications thereto and assignments thereof];

2. Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Tenant has not subleased all or any portion of the Project.

3. The Lease sets forth the full and complete agreement between Owner/Landlord and Tenant with respect to the Project. The Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms, and is valid and binding upon Owner/Landlord.

4. To the best of Owner/Landlord's knowledge; (a) Tenant is not in default under the Lease and (b) no state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Owner/Landlord from Tenant under the Lease on or before the date hereof have been paid.

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5. Owner/Landlord is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Owner/Landlord under the Lease.

6. Tenant has not paid any rent, charges or other payments due to Owner/Landlord from Tenant under the Lease more than thirty (30) days in advance nor has Tenant paid any security deposit under the Lease.

7. To the best of Owner/Landlord's knowledge, all conditions under the Lease to be satisfied by Owner/Landlord or Tenant as of the date hereof have been satisfied.

8. All improvements, alterations and other work, if any, to be performed or constructed by Owner/Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Owner/Landlord for improvements to the Project have been paid.

9. There are no actions, voluntary or involuntary, pending against Owner/Landlord under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

DATED as of \_\_\_\_\_, 2009.

TENANT:

By: \_\_\_\_\_  
Name, Title

OWNER/LANDLORD:

By: \_\_\_\_\_  
Name, Title

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**Exhibit A**

**Exceptions:**

**None**

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**Exhibit B**

(Copy of Lease and all supplements, amendments or modifications thereto and assignments thereof)

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